

TOWN OF NAPLES
Policy for the Use of the Municipal
Buildings and Grounds
ADOPTED October 13, 1997
AMENDED January 3, 2000
AMENDED February 8, 2010
AMENDED April 19, 2010
AMENDED December 10, 2018

The Town of Naples recognizes that the Municipal Offices Building Meeting Rooms, Singer Community Center, Village Green, Town Recreation Fields, Amphitheater, and Gymnasium are substantial community assets, the proper use of which will have direct and indirect benefits upon the Town. To maximize the use of these spaces, a scheduling process has been implemented. To reduce the burden on taxpayers, a users' fee will be charged to certain users as provided below.

PRIORITY OF USE (listed in order of priority)

1. Town Sponsored functions such as Town meetings, Public Hearings, Board of Selectmen's and committee meetings, elections, and Department have priority over functions not sponsored by the Town activities. The Community Activities Director must be notified as far in advance as possible to avoid scheduling problems. (See definition of Town Sponsored.)
2. Groups using Town facilities listed in the preamble, on a long term basis or for annual events as long as the agreements are signed a minimum of two months prior to the date of the event. Authorizations may be signed up to one (1) year in advance of an event to ensure organizations of the availability of space. (Facility use forms or other formal written agreements are required.) Singer Center upstairs is only available for use from Mid-April till the end of October.
3. All other groups may use the facilities on a first-come, first-served basis. (Facility use forms or other formal written agreements are required.)

FEE FOR USE

1. There shall be no fee for Town sponsored* events.
2. Please see Appendix B for the complete rental rate schedule.
3. A cleaning and key deposit shall be collected for each day reserved, at the time of reservation. The deposit, less any necessary deduction for damage or cleaning, shall be applied toward the payment due, if applicable or returned to the user.

DEFINITIONS

Town Sponsored

Those activities created, endorsed, or funded in whole or in part by the following departments: Recreation, Fire, Rescue, Dispatch, Road Commissioner, General Assistance, Marine Safety, Town Administration, Historical Society, Information Center or Library.

Non-Profit Agencies

Those agencies having a legal non-profit status through the Secretary of State's Office.

Not For Profit

A recognized civic group which may or may not have legal non-profit status.

Local

Originating from or having an active operating office within Naples, Bridgton, Casco, Raymond, or Sebago.

REGULATIONS

The Community Activities Director or his/her designee is authorized to grant approval for the use of the Gymnasium and Meeting Rooms in accordance with this policy. All use of the facilities shall be subject to the follow regulations:

A. No events for which admission will be charged will be allowed except for Town sponsored groups (such as Fire, Rescue, Historical Society, etc.) or not for profit organizations and civic groups (Girl & Boy Scouts, Baseball/Softball, Naples Business Association, Churches, etc.) unless an Entertainment Permit is approved by Town Officials.

B. Requests for use of the space must be made by one or more individuals who are at least 21 years of age and who will be responsible for monitoring all activities at the site during the period reserved. An adult (at least 21 years old) must be present for the duration of any youth activities. The Town must be notified in advance of the event of the names of the adult(s) who will fulfill this responsibility and it shall be the duty of the reserving individual to notify the Town of any changes in supervision.

C. Request for use of the space must be made in a timely fashion and must be forwarded to the Community Activities Director at the Municipal Office Building, 15 Village Green Lane, PO Box 1757, Naples, Maine, 04055.

D. Applicants are advised to contact the Community Activities Director at 693-6364 ext. 104 to see if the space is available during the period desired. The Community Activities Director shall "pencil" in the request, however, no request will be considered approved until the Town has received a signed facility use form and the Community Activities Director or his/her designee has approved the request by signing the facility use form; and the Town has received the security deposit, and/or rental fee if appropriate.

E. No verbal confirmation or "penciling in" of reservations may be construed as an approval or guaranteed reservation. An approved facility form or other written agreement constitutes a valid reservation of the facility, however, the Board of Selectmen reserve the right to abrogate an agreement when it deems that extenuating circumstances exist or it would be in the best interest of the Town. In this situation all deposits/payments made to the Town will be refunded in full.

F. The Town reserves the right to deny any person or organization the use or rental of the Buildings and Grounds, in the opinion of the Town, the use may jeopardize the safety of the public; such activities might overtax the capacity of the building, create an untenable traffic or parking situation; or when such use would not be in the best interest of the inhabitants of the Town of Naples.

G. The Lessee(s) or individuals(s) or groups(s) utilizing the space shall be liable for any damage to the gymnasium, meeting room(s), hallways, entrances or premises incurred during the period reserved.

Damage must be reported to the Town Maintenance Director immediately. If damage occurs when the municipal offices are closed, damage should be reported by calling (207) 595-5100 or (207) 693-9178 and leaving a message, and in the case of an emergency call 911 immediately. No nails or screws may be driven or screwed into walls, doors or floors. Use of pushpins, thumbtacks and tape may be used in the gymnasium only. No items may be attached to the walls of the meeting rooms.

H. The Lessee(s) or individual(s) or group(s) utilizing the space shall be responsible for cleaning, picking up and removing any and all materials brought in following an event; responsible for shutting off the lights and securing the building after the event. It is the responsibility of the individual or groups using the space to make arrangement to pick up keys, if appropriate. Keys must be returned during office hours the week following the event, or at an agreed upon time, or the deposit will not be returned, and an additional key replacement fee may occur. Inspection shall be made by the Town after the event and shall determine whether the facility was restored to its original state. In the event that the users damaged the facility or failed to properly clean and remove all debris, the Town shall obtain an estimate of damage and/or engage custodial services and shall deduct the charges from the security deposit, and if necessary, shall charge the user(s) for any additional costs.

I. The Lessee(s) or individual or group utilizing the space shall be responsible for removing all trash from the gymnasium and/or meeting room(s) when the event is over.

J. Table and chairs may not be taken or used outside of the building without prior written approval of the Town Manager or Community Activities Director.

K. The Municipal Offices Building is a chemical free facility. No non-prescription drugs or smoking shall be carried onto or utilized in any manner on the premises.

L. The Community Activities Director reserves the right to waive or alter fees or regulations if the Board, by majority vote, agrees that such changes are in the best interest of the community. Such actions may include a waiver of fees for groups which have made a significant monetary donation and/or contribution of services to further Town activities. The Selectboard may hear any appeals regarding any fee disputes.

M. The Town reserves the right to require any security measures deemed necessary by the Town Manager and/or Board of Selectmen.

PROOF OF INSURANCE

1. Any use of these facilities requires proof of insurance unless they are a Town sponsored event. Any group or individual(s) renting or using town facilities shall provide the Town with a certificate of insurance listing the Town as an **additional insured**. The insurance policy shall have limits meeting or exceeding \$400,000 per occurrence for causes of action pursuant to the Maine Tort Claims Act, and \$1,000,000 per occurrence for causes of action pursuant to federal law or state law for which immunity is not provided under the Maine Tort Claims Act. The maximum limit of liability available per occurrence is \$1,000,000 regardless of number or types of actions. The liability policy shall have the following limits For public non-profit, not for profit groups, and local groups, the insurance shall be their insurance that includes general liability and property insurance. For individual groups and in some cases not for profit groups and local groups, the insurance shall be an additional insured extension for the Town to their homeowners insurance, event insurance, or other applicable policy that includes general liability and property insurance. See # 2 for exceptions to this clause.

2. If any group or individual is unable to provide the necessary certificate of insurance or is unable to provide a certificate of insurance naming the town as an additional insured, it shall be up to the Town Manager to determine if a waiver of this requirement may be granted. If the Town Manager cannot determine whether a waiver of insurance requirement should be granted, then the Town Manager and prospective rentor(s) or user(s) shall appeal to the Board of Selectpersons for the waiver. In determining whether a waiver should be granted, the Town Manager and Board of Selectpersons shall use the following criteria.

A. Determine whether the activities, number of participants, and safety measures that are going to be put into place; present a level of risk that the town is comfortable with; taking into account the following information.

- a. There will be no alcohol involved;
- b. There will be no high risk activities;
- c. The number of participants or attendees at the event;
- d. The event or activity fails within all other criteria of the Facility Use Policy;
- e. Prospective Rentor(s) or user(s) has verified that there is no organizational coverage and/or he/she has been informed that homeowner's insurance will not extend coverage to the event. This may include proof in writing from the prospective rentor(s) or user(s) homeowner's insurance that such insurance extension is not available under their policy;
- f. Prospective Rentor(s) or user(s) must sign an indemnification agreement indemnifying the Town of Naples in the event a claim arises due to the event or activity;
- g. That a separate insurance policy covering the event would be cost prohibitive to actually holding the event or activity. (The town cannot and will not make this type of insurance available through its insurance carrier.) Prospective rentor(s) or user(s) must seek commercial carriers for this type of insurance;
- h. Finally a determination that the activities or event the prospective rentor (s) or user(s) is contemplating does not expose the town to an unacceptable level of risk

Appendix A
Use of Municipal Officers Building, Meeting Rooms, Gymnasium, and Grange Hall as the Policy
Applies to Dances for Minors

In addition to any of the rules and regulations found in this policy, the following shall apply. Some of these rules found below may be redundant to the policy.

1. No dances are allowed in Town Facilities unless they are sponsored by the Communities Activities Department and approved by the Community Activities Director.
2. A uniformed police officer must be in attendance at all times that is paid for by the sponsor;
3. Once a child leaves they may not re-enter and must leave Town Property;
4. No outside food or drinks allowed;
5. A significant number of chaperones are needed to have a dance. Community Activities Director will determine this number.
6. When making signs for dance, sponsors or their designees shall put the contact number for more information on any signs. The sign should clearly state not to call the Town Office with questions about this event, and no information will be given out by the Town Office Staff as it pertains to dances.
7. It shall be the responsibility of the sponsors of the dance to do any pre event cleaning and post event cleaning which shall include sweeping and mopping (with hot water only) and cleaning the kitchen if it is used.
8. Attendees must be signed in and signed out by an adult. If an attendee is going to be dropped off or picked up by another party, then designated responsible party must have a note from the guardian of the attendee. These notes shall be collected and checked during sign out.
9. Each attendee must bring their current student id in order to attend.
10. Dances shall not co-mingle elementary school children, middle school children, and high school children.
11. It shall further be the responsibility of the sponsors and all chaperones to make sure that the attendees are not in areas outside of the gymnasium, and that any equipment, and/or furniture is not disturbed.
12. Attendees who break rules will be asked to leave and parent/guardian will be notified.

RENTAL RATE SCHEDULE Appendix B

Facility Rental Schedule (Per Community Activities Department)

Indoor Facilities					
	Cleaning Deposit	Key Deposit	Resident	Non-Profit	Non-Resident
Gym	\$50.00*	\$10.00*	\$15.00/hr	\$25.00/hr	\$25.00/hr
Singer Down	\$50.00*	\$10.00*	\$20.00/hr	\$25.00/hr	\$25.00/hr
Singer Up	\$50.00*	\$10.00*	\$10.00/hr	\$25.00/hr	\$25.00/hr
Board Room	\$50.00*	\$10.00*	\$10.00/hr	\$25.00/hr	\$25.00/hr

* Indicates refundable fee if agreed upon terms are upheld (Space is cleaned and/or key is returned)

Outdoor Facilities					
	Cleaning Deposit	Key Deposit	Resident	Non-Profit	Non-Resident
Amphitheater	\$50-\$250**	n/a	Free (if no admission)	\$50.00/day	\$50.00/day
Village Green	\$50-\$250**	n/a	Free (if no admission)	\$100.00/day	\$100.00/day
Baseball Field	\$50-\$250**	n/a	Free/day (if no admission)	\$10.00/game - or \$50.00/day	\$10.00/game - or \$50.00/day
Softball Field	\$50-\$250**	\$25.00#	Free/day (if no admission)	\$20.00/game or \$100.00/day	\$20.00/game or \$100.00/day

** Community Activities Director will determine the Cleaning Deposit fee depending on number of participants, and length of rental

All field rentals with keys for lights subject to additional non-refundable charge of \$25/day for residents - \$50.00/day for non-profit & non-resident